

104

DRAFT

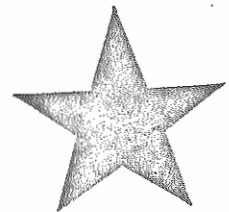
WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated October 18, 2018, advised that the Town commenced a landlord-tenant holdover proceeding against M Pire Land Rental Corp. ("M Pire") in order to evict M Pire from a 1.8 acre portion of the Town's Old Bethpage Solid Waste Disposal Complex (the "Property"); and

WHEREAS, in the course of the litigation, the parties negotiated a Termination Agreement pursuant to which M Pire agreed to vacate the Property by December 31, 2018 and to pay the Town the sum of \$24,524.73 in full satisfaction of accrued rent and utility charges to remediate the property; and

WHEREAS, by the aforementioned memorandum, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney requested and recommended that the Town Board authorize the Supervisor, or his designee, to execute the Termination Agreement and to further authorize the Office of the Comptroller to accept the sum of \$24,524.73 (according to the schedule set forth in the Termination Agreement), all being in the best interests of the Town,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth is accepted and approved, and the Supervisor, or his designee, is authorized to execute the Termination Agreement and the Office of the Comptroller is authorized to accept the sum of \$24,524.73 (according to the schedule set forth in the Termination Agreement)

-#-



7/1/15  
Reviewed By  
Office of Town Attorney  
*[Signature]*

## TERMINATION AGREEMENT

**THIS USE AND POSSESSION TERMINATION AGREEMENT** (this "Agreement") made this \_\_\_\_ day of August, 2018 by and between TOWN OF OYSTER BAY ("Landlord") and M-PIRE LAND RENTAL CORP. ("Tenant").

### RECITALS:

**WHEREAS**, pursuant Town of Oyster Bay Contracts HRR 08-972 and HRR 13-089 (collectively, the "Agreements"), Tenant and/or its predecessor(s) in interest or affiliated corporation(s) was authorized to use and occupy certain premises located at 101 Bethpage Road, Old Bethpage, New York, more particularly described as Section 47, Block 153, Lot 8 on the Land and Tax Map of Nassau County (the "Premises") for the purpose of storing equipment or material necessary to perform work under the Agreements, and

**WHEREAS**, the Agreements have expired and/or work has been completed by the Tenant, and the Landlord therefore elected to terminate Tenant's use and occupancy of the Premises, without prejudice or waiver of any of the Landlord's rights or interests to the Premises, and

**WHEREAS**, to resolve a certain landlord-tenant holdover proceeding commenced by the Landlord in the Nassau County District Court, Tenant now desires to vacate and surrender the Premises and security deposit unto Landlord and Landlord has agreed to such termination on the terms and conditions contained in this Agreement.

**NOW, THEREFORE**, in consideration of the above preambles which, by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Effective as of 12:00 p.m., December 31, 2018, (the "Surrender Date") and subject to the agreements, representations, conditions, warranties and indemnities contained in this Agreement, the Tenant shall vacate and surrender the Premises, and Tenant remises, releases, quitclaims and surrenders to Landlord, its successors and assigns, all of the estate and rights of Tenant in and to the Agreements and the Premises and Tenant forever releases and discharges Landlord from any and all claims, demands or causes of action whatsoever against Landlord or its successors and assigns arising out of or in connection with the premises or the Agreements and forever releases and discharges Landlord from any obligations to be observed or performed by Landlord under the Agreements.

2. Subject to the agreements, representations, warranties and indemnities contained in this Agreement, Landlord agrees to accept the surrender of the Premises after the Surrender Date and, effective as of the Surrender Date, forever releases and discharges Tenant from any obligations to be observed and performed by Tenant under the Agreements after the Surrender Date (subject to Paragraph 6 below), and

3. On or prior to the Surrender Date, Tenant shall:

Reviewed By  
Office of Town Attorney  
*MM*

(a) Vacate all buildings on the Premises and deliver the Premises free and clear of all other tenancies, vehicles, other mechanical equipment, drums, storage containers, and the like.

(b) Remove any and all structures placed at the Premises by Tenant during its use and occupancy of the Premises.

(c) Remove any and all debris and materials from the Premises, including, without limitation, sand, dirt, and rock piles.

(d) Remediate all environmental conditions that Tenant caused or created.

(e) Pay the Landlord a total of \$18,306.00 as accrued rent and \$6,218.73 for accrued utility costs, for a total of \$24,524.73, representing full and final payment for the Tenant's use and occupancy of the Premises following the termination of the Agreements. Payment shall be made according to the following schedule:

- a. Upon execution of this agreement, fifty (50) percent of the total amount due;
- b. Thereafter, \$3,065.59 on a monthly basis.
- c. Utility charges for the months of August through December shall be satisfied on or before the Surrender Date upon the Town's production of statements for such utilities.

5. Tenant represents and warrants that as of the date hereof (i) Tenant has not made any disposition, assignment, sublease, or conveyance of the Agreements or Tenant's interest therein; (ii) Tenant has no knowledge of any fact or circumstance which would give rise to any claim, demand, action or cause of action arising out of or in connection with Tenant's occupancy of and/or interest in the Premises; and (iii) no other person or entity has an interest in the Agreements, collateral or otherwise; and (iv) there are no outstanding contracts for the supply of labor or material and no work has been done or is being done in, to or about the Premises which as not been fully paid for and for which appropriate waivers of mechanic's liens have not been obtained.

6. Notwithstanding anything to the contrary contained herein, Tenant shall indemnify, defend (with counsel approved by Landlord) and hold Landlord harmless from and against any and all liabilities, obligations, damages (direct and/or consequential), penalties, sales taxes, claims, costs, charges and expenses (including, without limitation, attorneys' fees) which may be imposed upon, incurred by, or asserted against Landlord and arising, directly or indirectly, out of or in connection with the use, nonuse, possession, occupancy, condition, operation, maintenance or management of the Premises or any part thereof prior to and including the time immediately preceding the Surrender Date, any act or omission of Tenant or any of its assignees, concessionaires, agents, contractors, employees or invitees, any injury or damage to any person or property occurring in, on or about the Premises, or any part thereof, prior to and including the time immediately preceding the Surrender Date, or any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in the Agreements to be observed or performed by Tenant. In addition, Tenant hereby agrees to pay to Landlord for each day Tenant retains possession of the Premises or any part

thereof after the Surrender Date all damages, consequential as well as direct, sustained by Landlord by reason of such retention.

7. This Agreement shall be binding upon and inure to the benefit of Landlord and Tenant, and their respective successors, assigns and related entities. Any term that is capitalized but not defined in this Agreement that is capitalized and defined in the Agreements shall have the same meaning for purposes of this Agreement as it has for purposes of the Agreements.

8. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement on the day and year first above written.

LANDLORD:

TOWN OF OYSTER BAY

By: \_\_\_\_\_

Name:

Title:

TENANT:

M-PIRE LAND RENTAL CORP.

By: 

Name: Carolyn Linn

Title: President

**ACKNOWLEDGEMENTS  
TERMINATION AGREEMENT**

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NASSAU    )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2018 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he has a principal place of business in Oyster Bay, New York; that he is Town Supervisor of the TOWN OF OYSTER BAY, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to authorization of the Town Board of the Town of Oyster Bay.

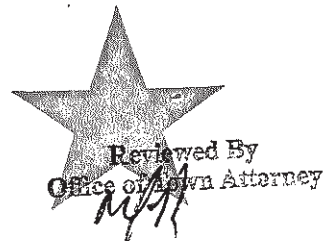
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NASSAU    )

On the 1<sup>st</sup> day of October, in the year 2018 before me personally came Carlynn Lizza to me personally known, who, being by me duly sworn, did depose and say that he is the President of M Pire Land Rental Corp., the corporation described herein and which executed the above instrument and that he signed his name pursuant to the authority as the President of M Pire Land Rental Corp.

  
\_\_\_\_\_  
NOTARY PUBLIC

**JOHN C ARDITO**  
**Notary Public - State of New York**  
**No. 01AR6321746**  
**Qualified in Nassau County**  
**My Commission Expires Mar. 23, 2019**



M-PIRE LAND RENTAL CORP 07-15  
VISTA DR  
JERICHO NY 11753

161

1-1367/260  
422

10/1/18

Date

Pay to the  
Order of

Superior Twin of Oyster Bay

\$ 12,262.36

Twelve thousand, two hundred sixty two dollars &

Dollars



Security  
Features  
Details on  
Back

Thirty six cents



Bank

America's Most Convenient Bank®

For

200 winding Rd - rent

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Holland Circle

TD Bank, N.A.





26

# Town of Oyster Bay Inter-Departmental Memo

704

**TO :** Memorandum Docket

**FROM :** Office of the Town Attorney

**DATE :** October 18, 2018

**SUBJECT:** Litigation Settlement Authorization  
Town of Oyster Bay v. M Pire Land Rental Corp.

On July 4, 2018, this Office commenced a landlord-tenant holdover proceeding in Nassau County District Court. The purpose of that proceeding was to evict the Respondent M Pire Land Rental Corp. ("M Pire") from a portion of the premises located at the Town's Old Bethpage Solid Waste Disposal Complex. M Pire had been occupying a certain 1.8 acre portion of that property pursuant to the terms of Town Contracts HRR 08-972 and HRR 13-089 (the "Contracts").

Under the terms of the Contracts, M Pire was permitted to utilize the property for purposes of storing equipment and/or materials in connection with the work that M Pire was performing for the Town under the Contracts. Upon the expiration of the Contracts, M Pire was obligated to vacate the property. It did not.

Consequently, the holdover proceeding was commenced, in which the Town sought M Pire's eviction from the property. In order to settle the proceeding, the parties negotiated a Termination Agreement under which M Pire agreed to vacate the property by December 31, 2018, agreed to remediate the property, and pay the Town a sum of \$24,524.73 (representing accrued rent and utility charges).

Town Board authorization is hereby requested to authorize the Supervisor, or his designee, to execute the Termination Agreement (attached) and to authorize the Office of the Comptroller to accept the sum of \$24,524.73 (according to the schedule set forth in the Termination Agreement) in full satisfaction of accrued rent and utility charges. It is this Office's opinion that such settlement is fair, just, and in the best interests of the Town.

Accordingly, kindly suspend the rules and place this item on the October 30, 2018 action calendar

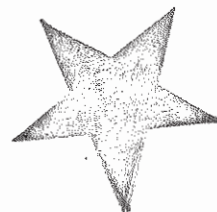
JOSEPH NOCELLA  
TOWN ATTORNEY

*Matthew M. Rozea*  
Matthew M. Rozea  
Deputy Town Attorney

*By FMS*

MMR:mmr  
Attachment  
2018-6642  
cc: Town Attorney (with 7 copies)

S:\Attorney\RESOS 2018\MD & Reso\M Pire Settlement MMR.docx



*John, Bruce, Sal + Lou*

RESOLUTION NO. 465-2009

Meeting of May 26, 2009

WHEREAS, pursuant to public notice, bids were duly and regularly received for Contract No. HRR 08-972, Requirements Contract for Road Restoration Throughout the Town of Oyster Bay, in accordance with the specifications contained in said Contract, and said bids were publicly opened and read on May 11, 2009; and

WHEREAS, the lowest acceptable bid received was that of Carlo Lizza & Sons Paving, Inc., 50 Engel Street, Hicksville, New York 11801, with a bid in the total weighted amount of \$740,765.90; and

WHEREAS, Richard T. Betz, Commissioner of the Highway Department, and Louis J. Miritello, Civil Engineer II, Highway Department, by memorandum dated May 12, 2009, and Sidney B. Bowne & Son, LLP, Consulting Engineers, by letter dated May 11, 2009, recommend that the abovementioned bid be accepted,

NOW, THEREFORE, BE IT RESOLVED, That upon the abovementioned recommendations, the Supervisor is hereby authorized and directed to enter into Contract No. HRR 08-972 with Carlo Lizza & Sons Paving, Inc., in the total weighted amount of \$740,765.90, and for an estimated yearly initial amount of \$1,750,000.00, subject to the availability of funds; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. H 2056.2007, or other appropriate account; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit.

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilwoman Walker	Aye
Councilwoman Faughnan	Aye
Councilman Pinto	Aye

cc: Supervisor (2)  
Town Attorney  
Comptroller (2)  
HWY

*SPY*  
Reviewed By  
Office of Town Attorney  
*Adm. P. Lizza*





**Sidney B. Bowne  
& Son, LLP**

235 East Jericho Turnpike  
PO Box 109  
Mineola, NY 11501  
Phone: 914-466-1111  
Fax: 914-466-1112  
www.bownegroup.com

May 11, 2009

Richard T. betz  
Commissioner of Highways  
Town of Oyster Bay  
150 Miller Place  
Syosset, NY 11791

Attn: Louis Miritello

Re: Award of Contract No. H08-972 (PW No. 021-08),  
Requirements Contracts for Road restoration  
Throughout the Town of Oyster Bay

Dear Sir:

On May 11, 2009 a total of six proposals were received by the Town for the subject project. A detailed review of the bids found mathematical errors or discrepancies in the proposals for the five lowest bids submitted. Correction of the errors did not change the order of the bids from the order as read off.

As read off, Carlo Lizza and Sons Paving, Inc. submitted the lowest bid in the amount of \$740,756.90. After a detailed review of the bids, a mathematical error in the total amount of the bid was discovered. Correction of the error changed the bid to \$740,765.90. Errors in the other bids consisted of errors in computing the total amount bid for various items and/or errors in computing the total bid for the project. In addition to the mathematical errors, Carlo Lizza failed to write their unit prices in words throughout the bid, however, the unit prices written in words are only required to serve as the determining factor when the unit price in numbers is unclear and there is mathematical discrepancy in the unit price multiplied by the estimated quantity. In this bid there were no such problems.

Carlo Lizza & Sons failed to include certification of an apprenticeship training program with their bid, however, the necessary documentation has been forwarded to this office separately and is included herewith.

Carlo Lizza & Sons Paving has satisfactorily completed other projects for the Town of Oyster Bay in recent years. Based on their past performance, we hereby recommend that Contract No.

**Sidney B. Bowne & Son, LLP**

Richard T. betz

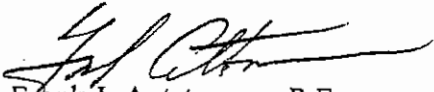
Date: May 11, 2009

Page: 2

H08-972, (PW No. 021-08) be awarded to Carlo Lizza & Sons of 50 Engel Street, Hicksville, NY, 11801 for the corrected total bid amount of \$740,765.90.

Enclosed herein, for the Town's review and information is one copy of the bid summary and an apprenticeship program certification from Carlo Lizza and Sons.

Sincerely,



Frank J. Antetomaso, P.E.

FJA:WNT:wnt

cc:

enc. Bid Summary

Apprenticeship Training Program Certification

T: Town-Oyster Bay 00047-Eng-2008On-CallServices\Doc\RoadRestorReqmnts Specs\awardltr.doc

*Shane & John*  
RESOLUTION NO. 554-2011

Meeting of July 12, 2011

*Reviewed By*  
*Office of Town Attorney*  
*Mark V. Alamo*  
WHEREAS, Richard T. Betz, Acting Commissioner of the Department of Public Works/Commissioner of the Highway Department, and John P. Bishop, Division of Administration, Highway Department, by memorandum dated June 10, 2011, have requested that the Town Board exercise the second of two (2) one (1) year extensions with Carlo Lizza & Sons Paving, Inc., for Contract No. HRR08-972, Road Restoration Requirements at Various Locations Throughout the Town of Oyster Bay, nunc pro tunc from May 26, 2011 through May 25, 2012,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted, and the second of two (2) one (1) year extensions with Carlo Lizza & Sons Paving, Inc., under Contract No. HRR08-972, is approved nunc pro tunc from May 26, 2011 through May 25, 2012; and be it further.

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon the presentation of a duly certified claim, after audit.

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Venditto	Aye
Councilman Muscarella	Absent
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilwoman Faughnan	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Hwy

RESOLUTION NO. 408-2013

Meeting of June 11, 2013

WHEREAS, pursuant to public notice, bids were duly and regularly received for Requirements Contract for Road Restoration Throughout the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. HRR13-089, and said bids were publicly opened and read on May 22, 2013; and

WHEREAS, the lowest acceptable bid submitted was that of Carlo Lizza & Sons, Inc., 50 Engel Street, Hicksville, New York 11801, with a bid in the weighted amount of \$935,099.90; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated May 28, 2013, recommend that the abovementioned bid be accepted,

NOW, THEREFORE, BE IT RESOLVED, That upon the abovementioned recommendation, the Supervisor is hereby authorized to enter into Contract No. HRR13-089 with Carlo Lizza & Sons, Inc., in the initial amount of \$3,000,000.00, in accordance with the provisions thereunder.

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
DPW  
Hwy  
Gen. Serv.

Reviewed By  
Office of Town Attorney



**Sidney B. Bowne  
& Son, LLP**

235 East Jericho Turnpike  
PO Box 109  
Mineola, NY 11501  
Phone: [REDACTED]  
Fax: [REDACTED]  
www.bownegroup.com

May 23, 2013

Richard T. Betz  
Commissioner, Department of Public Works  
Town of Oyster Bay  
150 Miller Place  
Syosset, NY 11791

Attn: Matthew Russo, P.E.

Re: Award of Contract No. HRR 13-089 (PW No. 021-13),  
Requirements Contracts for Road restoration  
Throughout the Town of Oyster Bay

Dear Sir:

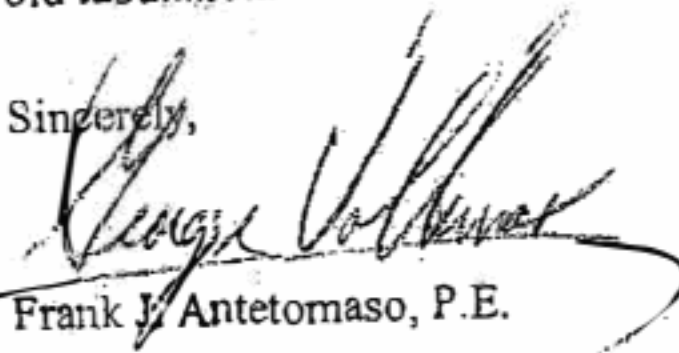
On May 22, 2013 a total of three proposals were received by the Town for the subject project. A detailed review of the bids found no mathematical errors or discrepancies in said proposals.

Carlo Lizza and Sons Paving, Inc. submitted the lowest bid in the amount of \$935,099.90. Although their bid is considerably less than both the Engineer's Estimate and the proposals of the other bidders, we note that Carlo Lizza and Sons, Inc. was awarded the previous Requirements Contract for Road Restoration using the same bid strategy and similar unit prices. It is our understanding that Carlo Lizza & Sons Paving, Inc. performed satisfactorily on the previous contract.

Based on their past performance, we hereby recommend that Contract No. HRR 13-089, (PW No. 021-13) be awarded to Carlo Lizza & Sons, Inc. of 50 Engel Street, Hicksville, NY, 11801 for the total bid amount of \$935,099.90.

Enclosed herein, for the Town's review and information is one copy of the bid summary and bid tabulation.

Sincerely,

  
Frank J. Antetomaso, P.E.

FJA:WNT:wnt

enc. Bid Summary



31  
Town of Oyster Bay  
Inter-Departmental Memo

May 20, 2014

TO: MEMORANDUM DOCKET  
FROM: JOHN P. BISHOP, ADMINISTRATION  
HIGHWAY DEPARTMENT  
THROUGH: KEVIN M. HANIFAN, COMMISSIONER OF HIGHWAYS  
HIGHWAY DEPARTMENT  
SUBJECT: EXTENSION FOR ROAD RESTORATION REQUIREMENTS  
AT VARIOUS LOCATIONS THROUGHOUT  
THE TOWN OF OYSTER BAY  
CONTRACT NO. HRR13-089

The above subject contract was awarded by Resolution No. 408-2013, to Carlo Lizza & Sons Paving Inc.

The initial contract period was from June 11, 2013 date of award through to June 10, 2014. This contract provides for two, one year extensions, the first of which is from June 11, 2014 through to June 10, 2015.

Carlo Lizza & Sons Paving Inc. is requesting an extension of the contract through to June 10, 2105. See Attached letter.

Therefore, the Commissioner of Highways approves this request and recommends that the Town Board exercise the first year extension at a cost of \$2,500,000.00.

  
JOHN P. BISHOP,  
ADMINISTRATION  
HIGHWAY DEPARTMENT

  
KEVIN M. HANIFAN,  
COMMISSIONER OF HIGHWAYS  
HIGHWAY DEPARTMENT

KMH/JPB/km

C: Town Attorney (16 copies)  
Leonard Genova, Town Attorney  
Robert J. McEvoy, Comptroller  
John P. Bishop, Administration Highway

Meeting of March 15, 2016

Resolution No. 131 - 2016

WHEREAS, this Town Board, by Resolution No. 408-13, adopted on June 11, 2013, awarded Contract No. HRR13-089, Requirements Contract for Road Restoration at Various Locations Throughout the Town of Oyster Bay, to Carlo Lizza & Sons Paving Inc., which Contract contains a provision for extensions, and was most recently extended through June 10, 2016; and

WHEREAS, this Town Board, by Resolution No. 130-15, adopted on March 10, 2015, adopted the Capital Budget for the 2015 calendar year, which Budget designated funds for Highway Department Capital Projects; and

WHEREAS, Kevin M. Hanifan, Commissioner of the Highway Department, and John P. Bishop, Division of Administration, Highway Department, by memoranda dated February 19, 2016 and March 1, 2016, request that from the 2015 Capital Budget funds designated for Highway Department Capital Projects, the amount of \$1,500,000 be allocated for Contract No. HRR13-089, for Carlo Lizza & Sons Paving Inc.,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and from the 2015 Capital Budget funds designated for Highway Department Capital Projects, the amount of \$1,500,000 is hereby authorized to be allocated for Contract No. HRR13-089, for Carlo Lizza & Sons Paving Inc.

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Highway

Reviewed By  
Office of Town Attorney

27. Storage of Equipment or Material

- A. At the sole discretion of the Commissioner, and with the prior written approval of the Town, the Contractor may store such equipment or material as needed to perform work for the Town under this Contract in a Town yard as designated for such use by the Town. The size of said storage area shall be approximately 200 feet by 200 feet and location shall be determined by the Town of Oyster Bay Commissioner of Highways, and shall be fully enclosed by an eight foot high chain link fence at the sole cost of the Contractor. Under no circumstances shall the Contractor store any equipment or material outside of the fenced storage area authorized by the Town.
- B. Such storage shall be limited to equipment and material to be utilized in the performance of work under this Contract. Violations of this requirement shall result in the imposition of a fine in the amount of \$1,000 for the first violation and \$5,000 for each subsequent violation.
- C. Such storage shall be entirely the Contractor's responsibility and under such other conditions as the Town shall require. The Contractor accepts all risks of injury or loss to its property stored at such Town locations, and hereby agrees to indemnify and hold harmless from and against any claims, damages, injury or loss for personal injury or property damage resulting from the Contractor's use of such storage area.
- D. There will be a fee of \$1,000.00 per month (or any part thereof) for the use of said storage area, which amount shall be deducted by the Town as a credit from each of the Contractor's monthly requisitions.

28. Observation Water Wells

- A. If Nassau County owned observation water wells are encountered during construction, the Contractor shall protect and maintain these observation water wells. Any damage to them shall be corrected as directed by the owner at the Contractor's expense.

29. Accuracy of Plans and Specifications

- A. The detail plans and specifications for the contract have been prepared with care and are intended to show as clearly as practicable the work required to be done. The Contractor must realize, however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of plans and quantities of work involved. Work under all items in the contract must be carried out to meet these field conditions to the satisfaction of the Town's Representative and in accordance with his instructions and the Contract specifications.

27. Storage of Equipment or Material

- A. At the sole discretion of the Commissioner, and with the prior written approval of the Town, the Contractor may store such equipment or material as needed to perform work for the Town under this Contract in a Town yard as designated for such use by the Town. The size of said storage area shall be approximately 200 feet by 200 feet and location shall be determined by the Town of Oyster Bay Commissioner of Highways, and shall be fully enclosed by an eight foot high chain link fence at the sole cost of the Contractor. Under no circumstances shall the Contractor store any equipment or material outside of the fenced storage area authorized by the Town.
- B. Such storage shall be limited to equipment and material to be utilized in the performance of work under this Contract. Violations of this requirement shall result in the imposition of a fine in the amount of \$1,000 for the first violation and \$5,000 for each subsequent violation.
- C. Such storage shall be entirely the Contractor's responsibility and under such other conditions as the Town shall require. The Contractor accepts all risks of injury or loss to its property stored at such Town locations, and hereby agrees to indemnify and hold harmless from and against any claims, damages, injury or loss for personal injury or property damage resulting from the Contractor's use of such storage area.
- D. There will be a fee of \$1,000.00 per month (or any part thereof) for the use of said storage area, which amount shall be deducted by the Town as a credit from each of the Contractor's monthly requisitions.

28. Observation Water Wells

- A. If Nassau County owned observation water wells are encountered during construction, the Contractor shall protect and maintain these observation water wells. Any damage to them shall be corrected as directed by the owner at the Contractor's expense.

29. Accuracy of Plans and Specifications

- A. The detail plans and specifications for the contract have been prepared with care and are intended to show as clearly as practicable the work required to be done. The Contractor must realize, however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of plans and quantities of work involved. Work under all items in the contract must be carried out to meet these field conditions to the satisfaction of the Town's Representative and in accordance with his instructions and the Contract specifications.

DISTRICT COURT OF THE COUNTY OF NASSAU  
FIRST DISTRICT: LANDLORD-TENANT PART

\_\_\_\_\_  
TOWN OF OYSTER BAY,

Petitioner/Landlord,

against

M PIRE LAND RENTAL CORP.,

\_\_\_\_\_  
Respondent/Tenant.

LT-003121-18



NOTICE OF PETITION

To the Respondent above named and described, in possession of the premises hereinafter described or claiming possession thereof:

PLEASE TAKE NOTICE that a hearing at which you must appear will be held at the Nassau County District Court, 99 Main Street, Hempstead, New York on June 19th, 2018 at 9:30 a.m., or as soon thereafter

as counsel may be heard, on the annexed Petition of the Town of Oyster Bay, which requests a final judgment of eviction, awarding to the Petitioner possession of the premises designated and described as follows:

"a certain 1.8 acre parcel of land located at 101 Bethpage Road, Old Bethpage, New York, more particularly described as Section 47, Block 153, Lot 8 on the Land and Tax Map of Nassau County, County of Nassau, State of New York,"

and further granting to the Petitioner such other and further relief as is demanded in the Petition, which you must answer.

DISTRICT COURT  
OF NASSAU COUNTY  
2018 JUN -4 PM 2:01  
FIRST DISTRICT CIVIL PT



PLEASE TAKE FURTHER NOTICE that demand is made in the Petition herein for a judgment of possession of the aforementioned premises and a warrant of eviction against you.

PLEASE TAKE FURTHER NOTICE that your answer may set forth any defense or counterclaim that you may have against the Petitioner.

PLEASE TAKE FURTHER NOTICE, that if the summons is served upon you other than by person service, Respondent shall have 30 days after proof of service to answer the Petition or set forth any defense or counterclaim that you may have against the Petitioner.

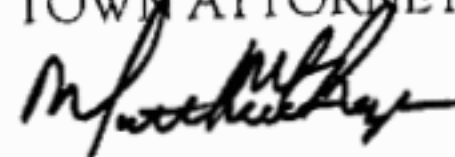
PLEASE TAKE FURTHER NOTICE that if you shall fail to interpose an answer or assert any defense that you may have to the allegations of the Petition, you may be precluded from asserting such defense or the claim on which it is based in any other proceeding or action.


PLEASE TAKE FURTHER NOTICE that your failure to appear and answer may result in final judgment by default for the Petitioner in the amount demanded in the Petition, together with all other relief to which the Petitioner is entitled from the Respondent.

Dated: Oyster Bay, New York  
June 1, 2018

Yours, etc.,

JOSEPH NOCELLA  
TOWN ATTORNEY



Matthew M. Rozea  
Deputy Town Attorney  
54 Audrey Avenue  
Oyster Bay, New York 11771  


To: M Pire Land Rental Corp.  
[REDACTED] Vista Drive  
Jericho, New York 11753

Law Office of Stephen P. Scaring  
666 Old Country Road, Suite 501  
Garden City, New York 11530

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DISTRICT COURT OF THE COUNTY OF NASSAU  
FIRST DISTRICT: LANDLORD-TENANT PART

-----x  
TOWN OF OYSTER BAY,

Petitioner/Landlord,

-against-

M PIRE LAND RENTAL CORP.,

Index No.:

**PETITION TO RECOVER  
POSSESSION OF REAL  
PROPERTY**

-----x  
Respondent/Tenant.

Upon the Petition of THE TOWN OF OYSTER BAY, owner and landlord of the premises described herein, Petitioner shows to this Court that:

1. The undersigned is the attorney for the Petitioner Town of Oyster Bay, a municipal corporation, and owner of certain premises located and situate at located at 101 Bethpage Road, Old Bethpage, New York, more particularly described as Section 47, Block 153, Lot 8 on the Land and Tax Map of Nassau County (the "Premises"). The Premises are wholly situated within the geographical jurisdiction of this Court
2. Respondent M PIRE LAND RENTAL CORP. is the possessor of an approximate 1.8 acre portion of the Premises, having first commenced possession on or about July 1, 2012 and having continued possession on a month-to-month basis pursuant to agreements with the Town under which Respondent was entitled to use and possess the Premises until the expiration of the agreements or Respondent's completion of work under those agreements.

3. Respondent was notified, by way of correspondence with Respondent's counsel dated January 26, 2018, that the Town elected to terminate Respondent's use and occupancy

of the premises and that, should Respondent fail to vacate and surrender possession of the premises on or before April 30, 2018, the Town would commence appropriate legal proceedings.

4. Respondent continues in possession of the Premises without permission of the Petitioner/Landlord.

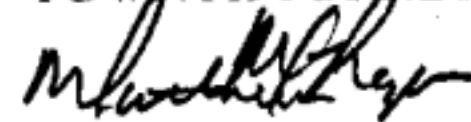
5. The Premises herein sought to be recovered is not the residence of the Respondent/Tenant herein.


6. Petitioner requests final judgment awarding possession of the Premises to the Petitioner/Landlord, issuance of a warrant to remove Respondent/Tenant from possession thereof, a judgment for the fair value of the Respondent's use and occupancy of the Premises, costs, disbursements, reasonable attorneys' fees, together with such other and different relief as this Court deems just and proper.

Dated: Oyster Bay, New York  
June 1, 2018

Yours, etc.,

JOSEPH NOCELLA  
TOWN ATTORNEY



Matthew M. Rozea  
Deputy Town Attorney  
54 Audrey Avenue  
Oyster Bay, New York 11771  


To: M Pire Land Rental Corp.  
[REDACTED] Vista Drive  
Jericho, New York 11753

Law Office of Stephen P. Scaring  
666 Old Country Road, Suite 501  
Garden City, New York 11530

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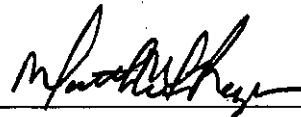
VERIFICATION

STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF NASSAU     )

MATTHEW M. ROZEA, being duly sworn, deposes and says that deponent is an Deputy Town Attorney of the Town of Oyster Bay, a municipal corporation named in the within action, that deponent has read the foregoing PETITION, and knows the contents thereof; and that the same are true to the deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters, deponent believes them to be true.

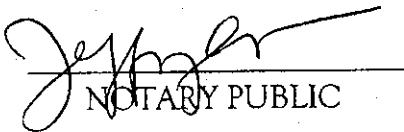
The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows: books, records, correspondence and other documents in the possession of the deponent.

This verification is made by deponent because the above party is a municipal corporation and deponent is a Deputy Town Attorney of that municipal corporation.



MATTHEW M. ROZEA  
Deputy Town Attorney

Sworn to before me this  
day of June, 2018

  
NOTARY PUBLIC

JEFFREY ALAN LESSER  
Notary Public, State of New York  
No. 02LE6147671  
Qualified in Nassau County  
Commission expires June 19, 2018

Index No.:

---

TOWN OF OYSTER BAY,

Petitioner/Landlord,

-against-

M PIRE LAND RENTAL CORP.,

---

Respondent/Tenant.

---

NOTICE OF PETITION  
and  
VERIFIED PETITION

---

JOSEPH NOCELLA  
TOWN ATTORNEY  
*Attorneys for Petitioner Town*  
54 Audrey Avenue  
Oyster Bay, New York 11771

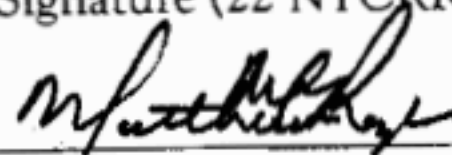
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(██████████) (voice)  
██████████ (facsimile)

**\*\*Not for Service\*\***

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Signature (22 NYCRR § 130-1.1a)



Matthew M. Rozea, Esq.

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**FINKELSTEIN & FEIL, PC**

ATTORNEYS AT LAW

666 Old Country Road, Suite 210, Garden City, New York 11530

Telephone: [REDACTED]

Facsimile: [REDACTED]

\* Facsimile is not to be used for  
service of Litigation Papers

Via Facsimile [REDACTED]

September 18, 2018

District Court, Nassau County  
99 Main Street, Second Floor  
Hempstead, NY 11550  
Attn: L & T Part

Re: Town of Oyster Bay v. M Pire Land Rental Corp.  
Index No.: LT-003121-18

9/20/18

To The Honorable Presiding Judge:

This law firm represents the Tenant M Pire Land Rental Corp. in the above referenced matter. I have been in close contact with Deputy Town Attorney Paul S. Ehrlich and the parties are very close to settling this matter. Based upon the foregoing, it is respectfully requested that this matter be adjourned ON CONSENT for a period of three (3) weeks to finalize this matter.

If there is anything else you may need please contact me immediately. I thank you in advance for your courtesy and cooperation.

Very truly yours,

*Michael S. Finkelstein*

Michael S. Finkelstein

Cc: Paul S. Ehrlich, Esq  
[REDACTED]@oysterbay-ny.gov

2018 SEP 18 PM 4:35  
DISTRICT COURT  
NASSAU COUNTY  
FIRST DISTRICT CIVIL PT

**CARLO LIZZA & SONS PAVING INC.**  
**50 ENGEL STREET**  
**HICKSVILLE, NEW YORK 11801**

March 10, 2010

Commissioner Richard Betz  
Town of Oyster Bay DPW  
Miller Place, Syosset NY

RE: Contact HRR08-972  
PW021-08

Dear Commissioner Betz;

After reviewing the above referenced contract for Requirements Contract for Road Restoration Throughout the Town of Oyster Bay , we request that Carlo Lizza & Sons Paving Inc. be permitted to extend this contract for a period of one year from the date of expiration of May 25, 2010.

We will agree to perform all work at the unit prices bid on this contract.

If you have any questions please contact me at [REDACTED]

Sincerely

  
Aly Lizza  
President

# CARLO LIZZA

200 Winding Rd. Old Bethpage, NY 11804

& SONS PAVING, INC.



March 21, 2013

Town Of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, New York 11791  
ATTN: Mr. Richard Betz

Re: TOB Contract HUR 12-963 (PW010-12)

Dear Mr. Betz:

We request to extend Contract HUR 12-963 (PW010-12) for the year 2013, with no increase in cost to the Town Of Oyster Bay.

Sincerely,

A handwritten signature of Aly Lizza.

Aly Lizza  
Carlo Lizza & Son Paving Inc.





NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 04-13-2012  
Recorded Time: 3:10:41 p

Record and Return To:

Liber Book:  
Pages From:  
To:

Control  
Number: 2398  
Ref #: NC12005824  
Doc Type: B21 CORPORATION NAMES

Pty1: M-PIRE LAND RENTAL CORP.

	Taxes Total	.00
	Recording Totals	6.00
DXC001	Total Payment	6.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED  
MAUREEN O'CONNELL  
COUNTY CLERK



2012041302398

**NCR-26**

**120227000** *76*

New York State  
Department of State  
Division of Corporations, State Records & Uniform Commercial Code  
One Commerce Plaza, 99 Washington Avenue  
Albany, NY 12231  
www.dos.state.ny.us

(This form must be printed or typed in black ink)

**CERTIFICATE OF INCORPORATION**  
**OF**  
**M-pire Land Rental Corp.**  
*(Insert corporate name)*

Under Section 402 of the Business Corporation Law

**FIRST:** The name of the corporation is:

**M-pire Land Rental Corp.**

**SECOND:** This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

**THIRD:** The county, within this state, in which the office of the corporation is to be located is: **Nassau**

**FOURTH:** The total number of shares which the corporation shall have authority to issue and a statement of the par value of each share or a statement that the shares are without par value are:

**200 shares without par value**

**FIFTH:** The Secretary of State is designated as agent of the corporation upon whom process against the corporation may be served. The address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is:

**c/o Edelman, Krasin & Jaye, PLLC**

**One Old Country Road**

**Carle Place**

**NY**

**11514**

**SIXTH: (optional)** The name and street address within this state of the registered agent of the corporation upon whom process against the corporation may be served:

RECEIVED  
2012 FEB 27 PM 12:07

# Incorporator Information Required

**X** /s/ Donald MacKenzie  
(Signature)  
Donald MacKenzie  
(Type or print name)  
One Old Country Road  
(Address)  
Carle Place NY 11514  
(City, State, Zip code)

## CERTIFICATE OF INCORPORATION OF

M-pire Land Rental Corp.

(Insert corporate name)

Under Section 402 of the Business Corporation Law

Filed by: Edelman, Krasin & Jaye, PLLC  
(Name)  
One Old Country Road  
(Mailing address)  
Carle Place NY 11514  
(City, State and Zip code)

STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED FEB 27 2012

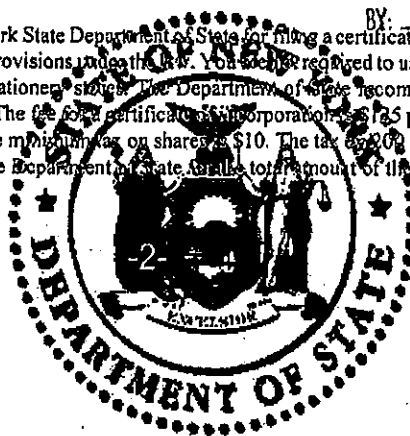
TAX \$ CO

BY: [Signature]

Note: This form was prepared by the New York State Department of State for filing a certificate of incorporation for a business corporation. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationers. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The fee for a certificate of incorporation is \$75 plus the applicable tax on shares required by Section 180 of the Tax Law. The minimum tax on shares is \$10. The tax on 200 no par value shares is \$10 (total \$85). Checks should be made payable to the Department of State for the total amount of the filing fee and tax.

I hereby certify that this copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original. WITNESS my hand and official seal of the Department of State at the City of Albany, on March 02, 2012.

[Signature]  
Dan Shapiro  
First Deputy Secretary of State



842

1 like to ask for a moment of silence.

2 (Whereupon, a moment of silence was  
3 observed.)

4 SUPERVISOR SALADINO: God bless their  
5 families. May they rest in peace.

6 Ladies and gentleman, last week we  
7 received greater insight to serious problems that  
8 plagued our Town under the previous administration  
9 and Supervisor John Venditto. The criminal  
10 complaints filed against the former Supervisor, the  
11 former Planning Commissioner, and employee and  
12 vendors came as no surprise. It is simply more  
13 evidence of the corruption that plagued our Town  
14 before I got here. As I've previously stated, I  
15 have zero tolerance for impropriety.

16 Accordingly, the Town Board and I have  
17 taken many actions to clean house and help us turn  
18 the corner.

19 First, we have banned Carlo Lizza &  
20 Sons from bidding on and performing work for the  
21 Town.

22 Additionally, the Town will terminate a  
23 lease that the company currently holds for use of  
24 Town property.

25 In regard to Sidney Bowne, the Town has